

NINE BY MIRVAC | MOVE IN BONUS (40K SETTLEMENT INCENTIVE)

Terms and Conditions

Background to Promotion

1. Mirvac Residential (NSW) Developments Pty Ltd (**Mirvac** or **the Promoter**) have introduced the 'Move in Bonus' at NINE by Mirvac (**Promotion**)
2. The Promotion will run for a limited time. The Promotion commences at **9am on Thursday 5th September 2024** and ends at **4pm on Friday 20 December 2024 (Promotion Period)**
3. Under the Promotion, subject to these terms and conditions, Mirvac will, on a one-off basis, provide a settlement rebate equal to \$40,000 to an Eligible Buyer if the Eligible Buyer completes purchase of a three bedroom residence (i.e. purchases and settles) at NINE by Mirvac, Willoughby (**Eligible Property**) during the Promotion Period.
4. The following terms and conditions apply to the Promotion. By participating in the Promotion, Eligible Buyers agree to be bound by these terms and conditions.

Promotion Terms and Conditions

The Eligible Buyer will only be entitled to take part in the Promotion if the following terms and conditions are satisfied:

5. The Promotion is for Eligible Buyers who:
 - a. are natural persons over the age of 18 years and are not a company, registered builder, superannuation funds or persons acting as agent on behalf of other persons;
 - b. have not been referred to Mirvac or NINE by Mirvac by a referring channel agent;
 - c. are not an employee, agent, consultant, or related entity of Mirvac;
 - d. enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (**Contract**) during the Promotion Period
 - e. pay the full 10% deposit on or before the date required by the Contract;
 - f. comply with the terms of the Contract (including the additional provisions set out in the special conditions of the Contract) and are not otherwise in default under the Contract; and
 - g. settle the acquisition of the Eligible Property on the due date for settlement under the Contract which must be a date on or before **20 December 2024**.
6. Subject to the Eligible Buyer complying with the terms and conditions of this Promotion and the provisions set out in additional special conditions of the Contract, Mirvac will offer the Eligible Buyer a settlement rebate equal to \$40,000 for the Eligible Property (**Promotion Rebate**).
7. The Promotion Rebate will be provided by way of a settlement adjustment in favour of the Eligible Buyer at settlement of the Contract.

Further Terms and Conditions of Promotion

The following additional terms and conditions also apply to the Promotion:

8. The Eligible Buyer acknowledges and agrees that the Promotion is non-transferrable, non-refundable and cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Promotion are the sole responsibility of the Eligible Buyer.
9. The Eligible Buyer must, as soon as reasonably practicable, disclose the contents of this Promotion to any lending institution providing finance to the Eligible Buyer to assist with the purchase of the Eligible Property.
10. The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer, in the reasonable opinion of Mirvac, does not comply with any of these terms and conditions or any term or condition under the Contract.
11. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
12. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer for any indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's participation in this promotion.
13. Prior to an Eligible Buyer's entry into the Contract, Mirvac may, acting reasonably, cancel, terminate, modify, extend, or suspend the Promotion at any time by notice published on the NINE by Mirvac website available here:
14. If there is any inconsistency between these terms and conditions and the provisions of the contract of sale entered into by a person participating in the Promotion, the contract of sale prevails.
15. These terms and conditions are governed by the laws of New South Wales.

Privacy Collection Statement

16. The Mirvac Group (Mircac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third parties, agents and services providers. Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.
17. Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business in countries including, but not limited to, the United States of America, the Philippines, Japan and United Kingdom.
18. The Mirvac Group Privacy Policy (available on www.mircac.com) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02)9080 8000; Email: privacy@mircac.com; and Address: 'Mirvac Privacy Offer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
19. By participating in the Promotion, you agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive promotional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.